



## YouTube APIs and Tools

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### Terms of Service

#### Principles

The following Terms of Service (ToS) can feel like a legal document because, well, it is a legal document. If you're going to invest lots of time in using our APIs we recommend you read it, maybe even twice, because we want you to gain comfort and confidence in the agreement. When you do review the ToS, please keep these two principles in mind:

1) Respecting YouTube's content creators is very important to us. Whether it's one dude with a camera or a global media company, people worldwide are using YouTube to share video. Part of our responsibility to that community is giving them tools to manage how their content is shared, used to make money and generally displayed. Sometimes this respect manifests itself in what we do (or don't) support in these APIs.

2) Our ToS tries to predict the future. What does that mean? Basically that we're trying to cover a bunch of different ideas (our geeky product managers call them "use cases") that may or may not exist today. Developers are a creative bunch—and there are a lot of you—so we're trying to imagine all the code which can be written and give some guidance on whether that's permitted or not. We expect the ToS will evolve over time as technology advances and YouTube continues to grow.

Anyway, thanks for getting this far. Please continue reading and we can't wait to see what you build!

—The YouTube API Team

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#### I. API Use

1. **Compliance with Terms.** You may use the YouTube API, and the data, content, and information made available through the YouTube API ("API Data"), in connection with a website or software application ("API Client") developed by You only in accordance with the terms and conditions of this Agreement, the YouTube Terms of Service (currently located at <http://www.youtube.com/t/terms>), the YouTube API documentation and specifications (currently located at <http://code.google.com/apis/youtube/overview.html>), and the developer credentials and API Client IDs assigned to you by YouTube. If your API Client is a software application, You and Your API Client also must comply with the Google Software Principles, currently located at [http://www.google.com/corporate/software\\_principles.html](http://www.google.com/corporate/software_principles.html). YouTube may monitor Your use of the YouTube API to ensure quality, improve YouTube products and services, and verify Your compliance with these terms. You shall not interfere with such monitoring or otherwise obscure from YouTube Your use of the YouTube API. YouTube may use any technical means to overcome such interference.

2. **Commercial Use.** You agree not to use the YouTube API for any of the following commercial uses unless You obtain YouTube's prior written approval:

- the sale of the YouTube API, API Data, YouTube audiovisual content or related services, or access to any of the foregoing;
- the sale of advertising, sponsorships, or promotions placed on or within the YouTube audiovisual content or player; or
- the sale of advertising, sponsorships, or promotions on any page of the API Client containing YouTube audiovisual content, unless other content not obtained from YouTube appears on the same page and is of sufficient value to be the basis for such sales.

The following commercial uses are permitted provided that You comply with all other terms and conditions of this Agreement:

- the sale of an API Client;
- uploading an original video to YouTube, or maintaining an original channel on YouTube, to promote Your own business or artistic enterprise;
- using the YouTube API to show YouTube content on an ad-enabled API Client (such as an ad-enabled blog or website), subject to the advertising restrictions set forth above in Section 2;



- the placement of Your own branding on the API Client, provided that it does not interfere with YouTube audiovisual content playback or with any YouTube branding;
- the sale or distribution of any device that contains or runs an API Client; or
- any use that YouTube expressly authorizes in writing.

More information about commercial use of the YouTube API is available at [http://code.google.com/apis/youtube/creating\\_monetizable\\_applications.html](http://code.google.com/apis/youtube/creating_monetizable_applications.html).

3. **Notices to Users.** If Your API Client uses the YouTube API to permit users to upload videos to YouTube, the screen or window in which the end user clicks the "upload" button must display the following warning:

"By clicking 'upload,' you certify that you own all rights to the content or that you are authorized by the owner to make the content publicly available on YouTube, and that it otherwise complies with the YouTube Terms of Service located at [insert appropriate URL]."

If the upload is performed on a personal computer or other non-mobile device, the appropriate URL is <http://www.youtube.com/t/terms>. If the upload is performed on a mobile device, the appropriate URL is <http://m.youtube.com/terms>. If Your end users' videos will be uploaded to Your channel on the YouTube Website and not to the user's channel, You must notify the user of the terms of ownership of such video between You and the user.

4. **Brand Feature Rules.** "YouTube Brand Features" means the trade names, trademarks, service marks, logos, domain names and other distinctive brand features of YouTube. YouTube grants You a non-exclusive license to use the YouTube Brand Features solely in connection with their display on or through the API Client as delivered by YouTube. Your Application shall provide proper attribution to YouTube as specified in the YouTube Brand Guidelines set forth at <http://code.google.com/apis/youtube/branding.html>, which may be modified by YouTube at any time. YouTube may terminate Your license to use the YouTube Brand Features at any time for any or no reason. Goodwill in YouTube Brand Features will inure only to YouTube's benefit and You obtain no rights with respect to any of them. You irrevocably assign and will assign to YouTube any right, title and interest that You obtain in any of YouTube's Brand Features. You shall not at any time challenge or assist others to challenge YouTube Brand Features or their registration (except to the extent You cannot give up that right by law) or attempt to register any trademarks, marks or trade names confusingly similar to YouTube's. This paragraph survives any termination or expiration of this Agreement.
5. **Caching.** Your API Client may employ session-based caching solely of YouTube API results, but You must use commercially reasonable efforts to cause Your API Client to update cached results upon any changes in video metadata. For example, if a video is removed from the YouTube service or made "private" by the video uploader, cached results shall be removed from Your cache. For the avoidance of doubt, Your API Client shall not be designed to cache YouTube audiovisual content.
6. **Upgrades.** Each API Client must contain means for You to update the API Client to the most current version of the YouTube API after any version has been deprecated. For non-website implementations, You must have means of remotely updating each API Client that has already been distributed to an end user.
7. **Deprecation.** If YouTube in its discretion chooses to cease providing the current version of the YouTube API, whether through discontinuation of the YouTube API or by upgrading the YouTube API to a newer version, the current version of the YouTube API will be deprecated and become the Deprecated Version of the YouTube API. YouTube will issue an announcement if the current version of the YouTube API will be deprecated. For a period of 3 years after an announcement (the "Deprecation Period"), YouTube will use commercially reasonable efforts to continue to operate the Deprecated Version of the YouTube API and to respond to problems with the Deprecated Version of the YouTube API deemed by YouTube in its discretion to be critical. During the Deprecation Period, no new features will be added to the Deprecated Version of the YouTube API.

YouTube reserves the right in its discretion to cease providing all or any part of the Deprecated Version of the YouTube API immediately without any notice if:

- a. You have breached any provision of the Terms (or have acted in a manner that clearly shows that You do not intend to, or are unable to comply with the provisions of the Terms); or
- b. YouTube is required to do so by law (for example, due to a change to the law governing the provision of the Deprecated Version of the YouTube API); or
- c. the Deprecated Version of the YouTube API relies on data or services provided by a third-party partner and the relationship with such partner (i) has expired or been terminated or (ii) requires YouTube to change the way YouTube provides the data or services through the Deprecated Version of the YouTube API; or

- d. providing the Deprecated Version of the YouTube API could create a substantial economic burden as determined by YouTube in its reasonable good faith judgment; or
- e. providing the Deprecated Version of the YouTube API could create a security risk or material technical burden as determined by YouTube in its reasonable good faith judgment.

YouTube is constantly innovating in order to provide the best possible experience for its users. At any time prior to discontinuing the current version of the YouTube API or upgrading to a new version of the YouTube API, YouTube may, in its discretion as part of this continuing innovation, label certain features or functionality of the YouTube API as "experimental." This Paragraph 7 of Section I of the Terms will not apply to any features or functionality labeled as "experimental."

8. **Usage and Quotas.** YouTube may, in its sole discretion, set a quota of operations on Your YouTube API usage. You shall not attempt to circumvent automated use-quota restrictions.

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## II. Prohibitions

Your API Client will not, and You will not encourage or create functionality for Your users or other third parties to:

1. collect or modify any YouTube user account information;
2. interfere or attempt to interfere in any manner with the proper workings of the YouTube API, or create or distribute any API Client that adversely affects the functionality or performance of YouTube or services provided by YouTube;
3. circumvent or render ineffective any geographical restrictions, including IP address-based restrictions;
4. sell, lease, lend, convey, redistribute, or sublicense to any third party all or any portion of the YouTube API or API Data (except that You may distribute and display the YouTube audiovisual content and accompanying metadata to Your users through Your API Client in a manner that complies with this Agreement);
5. modify or replace the text, images, or other content of the YouTube search results, including (i) changing the order in which search results are presented as YouTube search results, or (ii) intermixing sources other than YouTube when search results are presented as YouTube search results;
6. modify, replace or otherwise disable the functioning of links to YouTube or third-party websites provided in the YouTube search results or otherwise provided through the YouTube API or YouTube player;
7. modify, replace, interfere with or block advertisements placed by YouTube in the YouTube Data, YouTube audiovisual content, or the YouTube player;
8. separate, isolate, or modify the audio or video components of any YouTube audiovisual content made available through the YouTube API;
9. promote separately the audio or video components of any YouTube audiovisual content made available through the YouTube API;
10. access any portion of any YouTube audiovisual content by any means other than use of a YouTube player or other video player expressly authorized by YouTube;
11. store copies of YouTube audiovisual content;
12. use the YouTube API intentionally to encourage or promote copyright infringement or the exploitation of copyright-infringing materials;
13. misrepresent your identity when registering for use of the YouTube API, use the developer credentials licensed to a different individual or entity, or mask Your usage of the YouTube API; or
14. use a video player smaller than the minimum video player size set forth in the YouTube API documentation and specifications.



### III. Additional Legal Provisions

1. **Compliance with Laws.** You are responsible for complying with all applicable laws, rules and regulations, all third-party rights and all YouTube policies. You shall not use the YouTube API in a manner that violates such laws, rules and regulations, third parties' rights or any YouTube policies or in a manner that is deceptive, unethical, false or misleading. For avoidance of doubt, You shall not distribute or provide access to applications You develop in contravention of U.S. export control or trade laws.
2. **No Implied Rights.** Except as expressly granted herein, neither party through this Agreement grants the other party any intellectual property rights or other propriety rights. As between You and YouTube, YouTube, its corporate affiliates, and its applicable licensors retain all intellectual property rights (including all patent, trademark, copyright, trade secret, and other proprietary rights) in and to the YouTube API and its documentation and specifications, all YouTube websites and all YouTube services and any derivative works in connection therewith. For the avoidance of doubt, You retain all rights in and to Your API Client, excluding foregoing YouTube materials and intellectual property. All license rights granted herein are not sublicensable, transferable or assignable unless otherwise stated herein.
3. **Non-exclusive.** This Agreement is a non-exclusive agreement. You acknowledge that YouTube may be developing and may develop products or services that may compete with this YouTube API, API Clients or any other products or services.
4. **Publicity.** You agree that YouTube may use Your company, organization, or product name and/or logo in presentations, marketing materials, customer lists, financial reports, website listings of customers, research and marketing case studies and other marketing-related activities. You may not issue any public announcement regarding Your use of the YouTube API which suggests partnership with YouTube without YouTube's prior review and written approval, at YouTube's sole discretion.
5. **Confidentiality.** You shall not disclose Your developer credentials or Your API Client IDs to any third party except Your agent(s) using such information solely on Your behalf in accordance with this Agreement and under a written duty of confidentiality. You shall not disclose YouTube Confidential Information to any third party without YouTube's prior written consent. "YouTube Confidential Information" means all non-public YouTube software, technology, programming, and specifications relating to the YouTube API, and any other information designated in writing by YouTube as "Confidential" or an equivalent designation. YouTube Confidential Information does not include information that has become publicly known through no breach by You or YouTube, or information that has been (a) independently developed without access to YouTube Confidential Information as evidenced in writing; (b) rightfully received by You from a third party who has the lawful right to disclose such information; or (c) required to be disclosed by law or by a governmental authority.
6. **Indemnification.** You shall indemnify, defend and hold YouTube, its agents, affiliates, and licensors harmless from any claim, costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and other professionals), arising out of or in connection with any claim, action or proceeding (any and all of which are "Claims") by a third party arising out of Your use of the YouTube API in any manner that breaches this Agreement or otherwise arising out of materials or technology contributed by You and not by YouTube. At YouTube's option, You shall assume control of the defense and settlement of any Claim subject to indemnification by You (provided that, in such event, YouTube may at any time thereafter elect to take over control of the defense and settlement of any such Claim, and in any event, You shall not settle any such Claim without YouTube's prior written consent).
7. **Termination.** Any licenses contained in this Agreement will terminate automatically without notice if You fail to comply with any provision of this Agreement. YouTube reserves the right to terminate this Agreement or discontinue the YouTube API or any portion or feature thereof for any or no reason and at any time without liability to You. Upon any termination or notice of any discontinuance, You shall immediately stop and thereafter desist from using the YouTube API and delete all API Data in Your possession or control (including, without limitation, from Your servers). YouTube may independently communicate with any account owner whose account(s) are associated with Your API Client IDs and developer credentials to provide notice of both the termination of Your right to use the YouTube API and the display of any advertisements associated with Your API Clients. Section III of this Agreement shall survive any termination or expiration of this Agreement and will continue to bind You in accordance with its terms.
8. **Modification.** YouTube may modify any of the terms and conditions contained in this Agreement at any time and in its sole discretion by posting a change notice to Your account, changing these terms and conditions, emailing to the email address of Your account or account associated with Your developer credentials or otherwise notifying You. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED USE OF THE YOUTUBE API, CONTINUED POSSESSION OF A COPY OF NON-PUBLIC YOUTUBE API DOCUMENTATION AND SPECIFICATIONS OR CONTINUED DEVELOPMENT



FOLLOWING POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

9. **Disclaimer and Limitation of Liability.** YOUTUBE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, FOR NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. YOUTUBE SHALL HAVE NO DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER LIABILITY WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABILITY AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN THE EVENT THAT THE FOREGOING IS NOT ENFORCEABLE, YOUTUBE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO FIVE HUNDRED DOLLARS (\$500.00).
10. **Release.** You hereby release and covenant not to sue YouTube and its corporate affiliates and any of their officers, directors, employees, agents, shareholders, licensors, licensees, assigns or successors, for any and all damages, liabilities, causes of action, judgments, and claims (a) pertaining to any intellectual property You develop that is based on, uses, or relates to the YouTube API; and (b) which otherwise may arise in connection with Your use of, reliance on, or reference to the YouTube API. If You have a dispute with one or more YouTube account owners, You release YouTube and its corporate affiliates and any of their officers, directors, employees, agents, shareholders, licensors, licensees, assigns or successors, for any and all damages, liabilities, causes of action, judgments, and claims arising out of or in any way connected with such disputes. If You are a California resident, You waive California Civil Code 1542 which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
11. **Miscellaneous.** The Agreement is governed by California law, except for California's conflicts of laws principles, and all claims arising out of or relating to this Agreement or the YouTube services and programs shall be litigated exclusively in the federal or state courts of Santa Clara County, California, USA, and You and YouTube consent to personal jurisdiction in those courts. The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. You may grant approvals, permissions and consents to YouTube by email, but any modifications by You to this Agreement shall be made in a writing (not including email) executed by both parties. Any notices to YouTube shall be sent to our corporate headquarters address as set forth on our website via first class or air mail or overnight courier, and is deemed given upon receipt. A waiver of any default is not a waiver of any subsequent default. Unenforceable provisions will be modified to reflect the parties' intention, and remaining provisions of the Agreement will remain in full effect. You shall not assign or otherwise transfer any of Your rights or delegate Your obligations hereunder and any such attempt is null and void. You and YouTube are not legal partners or agents, but are independent contractors.

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